

EXHIBIT 1

16-0115

NO. _____

CHERYL PRIDGEN
Plaintiff,

V.

TRANSAMERICA PREMIER LIFE
INSURANCE COMPANY
Defendant.

§ IN THE DISTRICT COURT
§
§
§ _____ JUDICIAL DISTRICT
§
§
§ OF ARANSAS COUNTY, TEXAS
§

PLAINTIFF'S ORIGINAL PETITION

TO THE HONORABLE JUDGE OF SAID COURT:

NOW COMES Cheryl Pridgen, hereinafter called Plaintiff, complaining of and about TRANSAMERICA PREMIER LIFE INSURANCE COMPANY, hereinafter called Defendant, and for cause of action shows unto the Court the following:

DISCOVERY CONTROL PLAN LEVEL

1. Plaintiff intends that discovery be conducted under Discovery Level 2.

PARTIES AND SERVICE

2. Plaintiff, Cheryl Pridgen, is an Individual whose address is 1606 Redbird Drive, Rockport, Texas 78382.

3. The last three numbers of Cheryl Pridgen's driver's license number are 349. The last three digits of Cheryl Pridgen's social security number are 494.

4. Defendant TRANSAMERICA PREMIER LIFE INSURANCE COMPANY, a Nonresident Corporation, may be served pursuant to sections 5.201 and 5.255 of the Texas Business Organizations Code by serving the registered agent of the corporation, Corporations Service Company 701 Brazos Street Suite 1050 Austin Texas 78701, its registered office.

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District Clerk, Pam Hea
Aransas County, Tex

Service of said Defendant as described above can be effected by personal delivery.

JURISDICTION AND VENUE

5. The subject matter in controversy is within the jurisdictional limits of this court.

6. Plaintiff seeks:

a. monetary relief over \$20,000 but not more than \$100,000.

7. This court has jurisdiction over Defendant TRANSAMERICA PREMIER LIFE INSURANCE COMPANY, because said Defendant purposefully availed itself of the privilege of conducting activities in the state of Texas and established minimum contacts sufficient to confer jurisdiction over said Defendant, and the assumption of jurisdiction over TRANSAMERICA PREMIER LIFE INSURANCE COMPANY will not offend traditional notions of fair play and substantial justice and is consistent with the constitutional requirements of due process.

8. Plaintiff would show that Defendant TRANSAMERICA PREMIER LIFE INSURANCE COMPANY had continuous and systematic contacts with the state of Texas sufficient to establish general jurisdiction over said Defendant.

9. Plaintiff would also show that the cause of action arose from or relates to the contacts of Defendant TRANSAMERICA PREMIER LIFE INSURANCE COMPANY to the state of Texas, thereby conferring specific jurisdiction with respect to said Defendant.

10. Furthermore, Plaintiff would show that Defendant TRANSAMERICA PREMIER LIFE INSURANCE COMPANY engaged in activities constituting business in the state of Texas as provided by Section 17.042 of the Texas Civil Practice and Remedies Code, in that said Defendant contracted with a Texas resident and performance of the agreement in whole or in part thereof was to occur in Texas and committed a tort in whole or in part in Texas.

11. TRANSAMERICA PREMIER LIFE INSURANCE COMPANY contracted to

provide insurance to the Plaintiff, a resident of Texas. The property which was to be insured was registered in Texas. The Insurance was offered through Complex Community Credit Union, located in Texas

12. Venue in Aransas County is permissive in this cause.

FACTUAL ALLEGATIONS

13. On December 01, 1996, Cheryl Pridgen entered into a written contract with TRANSAMERICA PREMIER LIFE INSURANCE COMPANY, providing that if Plaintiff or her husband died or suffered accidental death during the period of the Mortgage, the Defendant would pay Plaintiff as per the terms of the agreement in an amount equal to the initial amount of coverage, namely \$47,109.48 maximum ("the Contract"). The Plaintiff's husband died unexpectedly while the policy was in effect. Defendant has refused to pay out in accordance with the policy. Plaintiff does not presently have a copy of the contract, however a Duplicate policy benefits summary is attached as Exhibit A and incorporated by reference. Further, Plaintiff will provide a copy of the contract in the near future after the same is produced by the Defendant in accordance with allowable discovery procedures under Texas Law.

SPECIFIC PERFORMANCE FOR BREACH OF CONTRACT

14. Plaintiff incorporates by reference the allegations set forth above as if the same were fully set forth herein.

15. All conditions precedent to the performance of TRANSAMERICA PREMIER LIFE INSURANCE COMPANY under the Contract have been met.

16. The contractual obligations of Cheryl Pridgen have been fully performed.

17. Defendant has failed to perform its contractual obligations, specifically, it has denied payment on multiple occasions.

18. Damages are an inadequate remedy for the Defendant's breach of the contract because Plaintiff has incurred travel and other costs associated with having to seek legal counsel and pursue he rightful claim. Accordingly, Plaintiff requests specific performance of the contract.

19. In the alternative, Defendant's breach of contract described hereinabove has injured Plaintiff, entitling Plaintiff to damages as set forth in the contract.

DAMAGES

20. Plaintiff has sustained damages in excess of this Court's jurisdictional minimum, as a result of the actions and/or omissions of Defendant described hereinabove, including, but not limited to:

Liquidated damages under the terms of the contract, specifically, Defendant refused to pay the terms of the contract.

OTHER RELIEF REQUESTED

21. Specific Performance: Plaintiff requests the Court order the Defendant, TRANSAMERICA PREMIER LIFE INSURANCE COMPANY, to pay Plaintiff the maximum allowed under the terms of her contract.

ATTORNEY'S FEES

22. Request is made for all costs and reasonable and necessary attorney's fees incurred by or on behalf of Plaintiff herein, including all fees necessary in the event of an appeal of this cause to the Court of Appeals and the Supreme Court of Texas, as the Court deems equitable and just, as provided by Chapter 38 of the Texas Civil Practice and Remedies Code.

ALTERNATIVE ALLEGATIONS

23. Pursuant to Rules 47 and 48, Texas Rules of Civil Procedure and the rules of pleadings, allegations in this petition are made in the alternative.

PLAINTIFF HEREBY DEMANDS TRIAL BY JURY

PRAYER

WHEREFORE, PREMISES CONSIDERED, Plaintiff, Cheryl Pridgen, respectfully prays that the Defendant be cited to appear and answer herein, and that upon a final hearing of the cause, judgment be entered for the Plaintiff against Defendant for specific performance, damages requested hereinabove in an amount in excess of the minimum jurisdictional limits of the Court, together with prejudgment and post-judgment interest at the maximum rate allowed by law, attorney's fees, costs of court, and such other and further relief to which the Plaintiff may be entitled at law or in equity, whether pled or unpled.

Respectfully submitted,

The Law Office of Andrew W. Loveall, P.C.

By: /s/ Andrew W. Loveall

Andrew W. Loveall,
Texas Bar No. 24063150
340 South Commercial Street
Aransas Pass, TX 78336
Tel. (361) 371-2800
Fax. (361) 371-2797
Attorney for Plaintiff
Cheryl Pridgen

16-0115



100 Light Street, Floor B1
Baltimore, Maryland 21202-2559

October 30, 2015

Edward Pridgen
Cheryl Pridgen
1606 Red Bird Dr
Rockport TX 78382

D U P L I C A T E P O L I C Y B E N E F I T S U M M A R Y

This document summarizes your certificate underwritten by TRANSAMERICA PREMIER LIFE INSURANCE COMPANY. It does not replace your certificate issued by TRANSAMERICA PREMIER LIFE INSURANCE COMPANY. Please see your certificate for details relating to your actual insurance coverage.

INSTITUTION: WASHINGTON MUTUAL INS SERV, INC

POLICY NUMBER: UZ4800300H0280F

CERTIFICATE NUMBER: J405143794

TYPE OF COVERAGE: MORTGAGE ACCIDENTAL DEATH

NAME OF INSURED(S): Edward R Pridgen
Cheryl A Pridgen

EFFECTIVE DATE OF COVERAGE: 12/01/96

COVERAGE STATUS: ACTIVE

EXPIRY DATE: 07/07/42

INITIAL AMOUNT OF COVERAGE: \$47,109.48
\$47,109.48

ANNUAL PREMIUM: \$103.68

ADDITIONAL RIDER:

It is our intention, by providing the above summary, to describe the pertinent information regarding your coverage providing your coverage is in an active status. This document is an outline of benefits only.

In the event of a claim, TRANSAMERICA PREMIER LIFE INSURANCE COMPANY will pay benefits in accordance with all provisions outlined in the Master Policy.

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Aransas County, Texas
By: Suzy Warc



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CHERYL PRIDGEN, PLAINTIFF

VS.

**TRANSAMERICA PREMIER LIFE
INSURANCE COMPANY,
DEFENDANT**

**156TH DISTRICT COURT
ARANSAS COUNTY, TEXAS
DOCKET NO. A-16-0115-CV-B**

CITATION

**REGISTERED AGENT
TRANSAMERICA PREMIER LIFE INSURANCE COMPANY
CORPORATIONS SERVICE COMPANY
701 BRAZOS STREET SUITE 1050
AUSTIN TX 78701**

You are hereby commanded to appear before the 156TH DISTRICT COURT of ARANSAS County, Texas by filing a written answer to the **"PLAINTIFF'S ORIGINAL PETITION"** on or before 10 o'clock A.M. of the Monday next after expiration of 20 days after the date of service hereof, a copy of which accompanies this citation, in cause numbered A-16-0115-CV-B, styled CHERYL PRIDGEN, PLAINTIFF VS. TRANSAMERICA PREMIER LIFE INSURANCE COMPANY, DEFENDANT, filed in said court on April 26, 2016.

The name and address of the attorney for plaintiff/petitioner, or the address of plaintiff/petitioner is ANDREW LOVEALL, THE LAW OFFICE OF ANDREW LOVEALL, PC, 340 S. COMMERCIAL, ARANSAS PASS TX 78336.

NOTICE TO DEFENDANT: You have been sued. You may employ an attorney. If you or your attorney do (does) not file a written answer with the clerk who issued this citation by 10:00 a.m. on the Monday next following the expiration of twenty days after you were served this citation and petition, a default judgment may be taken against you.

WITNESS, PAM HEARD, Clerk of the 156TH DISTRICT COURT of ARANSAS County, Texas.

Issued and given under my hand and seal on this the 26th day of April, 2016.

PAM HEARD, District Clerk of ARANSAS County, Texas.
301 North Live Oak
Rockport Texas 78382

By *Suzy Ward*
Suzy Ward, Deputy

OFFICER/AUTHORIZED PERSON RETURN

Came to hand on the _____ day of _____, at _____ o'clock _____ M. Executed at (address) _____ in the County of _____ Texas, at _____ o'clock _____ M. on the _____ day of _____, by delivering to _____ defendant, in person, a true copy of this Citation together with the accompanying _____ copy(ies) of the _____ Petition attached thereto and I endorsed on said copy of the Citation the date of delivery.

To certify which I affix my hand officially this _____ day of _____, _____.

FEE: \$ _____

Delivered by: _____

_____ County, Texas

By _____ Deputy

_____ Affiant